

## **TERM SHEET FOR TALENT AGREEMENT**

This Term Sheet dated February 5, 2019 (the “Term Sheet” or “Agreement”), is intended to set forth certain binding terms for the provision of Services by the Talent to LFE.

**Talent:** Legendary Field Exhibitions, LLC (the “Company” or “LFE”) will engage Steve Mariucci (the “Talent”) to provide on-camera talent services (as more fully defined below) with respect to the LFE professional spring football league (the “League”). Talent is providing services solely as an independent contractor in performing the Services and will not be considered an employee of the Company within the meaning or application of any federal, state or local laws.

**Services:** Talent will provide the following services to LFE (collectively, the “Services”): on-camera talent services and commentating as game analyst in connection with League game(s) (the “Game(s)”). Talent is available to travel in conjunction with Services as needed.

**Rights:** LFE is and shall be the sole and exclusive owner, throughout the universe, in perpetuity, of the results and proceeds heretofore or hereafter rendered in connection with the Services (the “Results and Proceeds”), which Results and Proceeds shall constitute a “work-made-for-hire” for LFE within the meaning of U.S. copyright law or any similar or analogous law or statute of any other jurisdiction, with LFE being considered the author for copyright purposes and the owner of the copyright and all other rights now known or hereafter devised in any and all media throughout the universe in perpetuity. The Results and Proceeds shall include, without limitation, any and all material that Talent may create (or participate in the creation of) in connection with the Services, including, without limitation, any and all ideas, plots, material (written or otherwise), musical compositions, photographs, moving pictures and/or recordings made by Talent in connection with the Services. LFE shall have the right, but not the duty, to exploit, distribute and exhibit the Results and Proceeds by any means now known or hereafter devised, throughout the universe, in perpetuity, and/or to sell, assign or otherwise dispose of the Results and Proceeds to any person, firm or corporation and/or to exploit the Services and the allied and ancillary rights therein in any and all media and by any and all means now known or hereafter devised and in any manner, in segments or otherwise, at LFE’s sole discretion.

Furthermore, LFE shall have the right to edit, cut, rearrange, adapt, dub, revise, modify, or otherwise alter the Results and Proceeds or any part thereof in its sole discretion. Talent waives the exercise of any “moral rights” and “droit moral” and any analogous rights however denominated in any jurisdiction of the universe. Talent agrees not to institute, support, maintain or authorize any claim, action, litigation or arbitration on the ground that any exploitation of the Results and Proceeds in any way constitutes an infringement of any of Talent’s “moral rights” or a defamation or mutilation of any part thereof or contains unauthorized variations, alterations, modifications, changes or translations of the Results and Proceeds. Talent grants Company the right to use Talent’s name, voice, likeness and/or other identifying information including without limitation in connection with the League, the Game(s), the Company and the production, distribution, marketing and exploitation of the Results and Proceeds hereunder.

**Term:**

The Talent will provide the Services to LFE between February 9, 2019 and April 27, 2019 (the “Season”).

During the Season, Talent will provide Services for Games currently scheduled for February 23, 2019, March 9, 2019, March 23, 2019 and April 6, 2019 (for a total of four (4) Games).

**Compensation:**

As compensation for the Services, LFE shall pay Talent Twenty Thousand Dollars (\$20,000) per Game.

Above fees will be paid to Steve Mariucci f/s/o Mariucci Enterprises within 30 days upon completion of the Services and once Talent has submitted an invoice for Services rendered. Talent and LFE each acknowledge and agree that LFE shall have no obligation to pay Talent the fees set forth herein if the Services are not performed for any reason.

**Travel:**

AIR: LFE will provide first class travel in conjunction with Services rendered, with Talent scheduled to travel the day before Services are to be rendered.

LODGING: If Talent is staying overnight, LFE will provide lodging at a hotel of its choosing in conjunction with Services rendered.

**Confidentiality:**

The terms of this Term Sheet and any related discussions shall be kept confidential and shall be disclosed only to such parties having a need to know as part of the performance of the Services by Talent (but only if such parties agree to be bound by confidentiality).

**Morality:**

If Talent should commit or, is alleged to have committed, an act or an offense under federal, state or local laws or which, or any act involving moral turpitude or any other act which in LFE's sole and reasonable discretion, brings Talent into public disrepute, scandal, contempt or ridicule or reflects unfavorably upon Talent, LFE, Ebersol Sports Media Group, Inc., the League, Charles Ebersol (or their assigns or licensees), or otherwise injures or would injure the success of any of the foregoing, LFE (or its' assigns or licensees) shall have the right, in addition to and without prejudice to any other remedy of LFE of any kind or nature set forth herein, to treat such act as a material breach and/or default under the applicable provisions of this Term Sheet and/or suspend or terminate this Term Sheet with immediate effect, and without further obligation to Talent. Talent will not, make, publish or communicate, any statement, observation, opinion or information, whether verbal or written, of a disparaging nature regarding, or that is likely in any way to harm the reputation of, the Company, any of its affiliates, including, without limitation, Charles Ebersol, or the business or products of the Company.

**Representations and Warranties; Indemnification:**

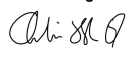
Talent represents and warrants that: [i] Talent has the right, power, and authority to enter into this Agreement, fully perform all of Talent's obligations under this agreement and grant and assign all rights granted by Talent hereunder; [ii] Talent has not made nor will make any grant or assignment that would conflict with or impair the complete enjoyment of the rights and privileges granted to LFE under this Agreement; [iii] the Results and Proceeds are wholly original to Talent; [iv] the Results and Proceeds will not infringe or violate the rights of any third party; [v] the Results and Proceeds are free and clear of any lien, encumbrance, claim, or third party interest of any kind (including, without limitation, any consents or other clearance required from any record company, music publisher or administrator); [vi] all of Talent's statements are true to the best of Talent's knowledge including that which should be known in the exercise of ordinary prudence; [viii] Talent will not use any of LFE's names, logos, trade names or trademarks, or those of any of LFE's related companies, for any purpose or in any manner whatsoever, without LFE's advance written consent in each instance; and [viii] Talent shall comply with all applicable Federal, state and local laws, rules and regulations. Talent will indemnify the Company from and against any and all

**General:**

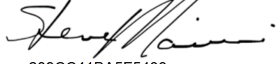
damages, judgments, losses or liabilities, resulting from a breach of Talent's representations and warranties and/or the performance of the Services.

Talent may not assign this Term Sheet without the Company's prior written consent. This Term Sheet will be governed by the laws of the State of Delaware. Talent shall execute such further documents consistent herewith and do any acts reasonably required by LFE or its successors, licensees or assignees to evidence or effectuate LFE's rights hereunder; and if Talent fails to do so within five (5) business days from receipt of LFE's written request to do so, unless a shorter time is required by LFE, Talent irrevocably appoints LFE as Talent's attorney-in-fact with the full power and authority to do so, which power is coupled with an interest. This Term Sheet may be executed in one or more counterparts and by pdf or facsimile copy, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

**Legendary Field Exhibitions, LLC**

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By: \_\_\_\_\_  
Charles Ebersol, CEO

**Talent**

DocuSigned by:  
  
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\_\_\_\_\_  
Steve Mariucci

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Confidentiality and Nondisclosure Agreement (this “**Agreement**”) is made as of February 5, 2019, by and between Steve Mariucci (“**you**”), and Legendary Field Exhibitions, LLC (DBA The Alliance of American Football) (the “**Company**”) (you and Company are referred to at times collectively herein as the “**Parties**”, and individually as a “**Party**”), on the other hand.

1. **Purpose.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement for Company to enter into discussions with you in connection with a potential project or business opportunity (the “**Project**”), the Parties enter into this Agreement to protect Company’s Confidential Information (defined below) (including Confidential Information previously disclosed to you) against its unauthorized use or disclosure.

2. **Definition of Confidential Information.** “**Confidential Information**” means any oral, written, electronic, graphic or machine-readable information including, but not limited to, that which relates to ideas, concepts, scripts, data, artwork, images, designs, drawings, graphics, photographs, objects, plans, products, techniques, developments, inventions, processes, research, and all other similar property, agreements with third parties and/or internal Company agreements, services, client lists, distributors, networks, cable companies, contestants, participants, business plans, strategies, marketing or finances, financial information, copyrights, patents and trademarks, whether such information relates to the Project or otherwise, and whether such Confidential Information is acquired from Company or from any other source. The following will not be considered Confidential Information:

- a. information that was already known to you without the obligation of confidentiality prior to disclosure of it by the Company;
- b. information that is disclosed to you without the obligation of confidentiality by a third party who has the right to make such disclosure;
- c. information that is in the public domain or hereafter enters the public domain other than by your breach of this Agreement;
- d. information that is independently developed by you without any use of the Confidential Information of the Company; and
- e. information that is disclosed with the prior written approval of the Company.

3. **Nondisclosure of Confidential Information.** You acknowledge that, as a result of your discussions with Company in connection with the Project (the “**Discussions**”), and Company’s reliance on this Agreement, you will learn or have access to, or have learned or have had access to, the Confidential Information. You agree that you shall not, at any time either during the Discussions or after the conclusion of the Discussions, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available to any person or entity other than those persons or entities authorized by Company in writing and in advance, the Confidential Information for your own use or for any purpose. You further agree that you shall not disclose or permit disclosure of any Confidential Information to third parties, except (a) to your own attorney, accountant, advisor or Talent (but only if such persons agree to be bound this Agreement), (b) to comply with a governmental agency, (c) in the enforcement of this Agreement, and/or (d) as ordered by a court or other tribunal with competent jurisdiction; provided that in the event of any of the foregoing described in (a) – (d), you provide Company with prior written notice thereof. You also agree that you shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons or entities authorized by Company in writing and in

advance to have any such information. Such measures shall include, but are not limited to, the highest degree of care that you utilize to protect your own Confidential Information of a similar nature, which shall be no less than reasonable care. You further agree to notify Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information which may come to your attention.

4. **No Ownership Rights Granted.** You acknowledge and agree that the Confidential Information belongs to Company and that nothing in this Agreement shall be construed as granting you any ownership or other rights of any kind or nature in or to the Confidential Information. All proposals, research, records, reports, recommendations, information, data, inventions, discoveries, designs, software, copyrightable materials and all other materials originated, developed or prepared by you for Company shall remain the exclusive property of Company.

5. **No Duplication; Return of Materials.** You agree, except as otherwise expressly authorized by Company in writing and in advance, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished to you in connection with the Discussions shall be promptly returned by you, accompanied by all copies of such documentation, upon the conclusion of the Discussions.

6. **Work for Hire; Assigned Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my engagement will be "works made for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all inventions that I make, create, conceive or first reduce to practice during the period of my engagement, whether or not in the course of my engagement, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using Confidential Information; (ii) result from work performed by me for the Company; or (iii) relate to the Company's business, will be the sole and exclusive property of the Company

7. **Term.** The covenants and agreements made by you in this Agreement shall continue for a period of five (5) years.

8. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

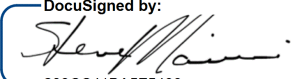
9. **Governing Law; Jurisdiction; Attorney's Fees.** This Agreement and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. Each of the Parties hereto consents to the sole and exclusive jurisdiction and venue of the state and federal courts of San Francisco County, California. If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce, or recover damages for any breach of, this Agreement or the unauthorized use or disclosure of the Confidential Information, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit.

10. **Remedies; Indemnification.** You agree that the obligations hereunder are necessary and reasonable in order to protect the Confidential Information. You expressly agree that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate Company

for any breach by you (or any third party with whom you have shared the Confidential Information) of your covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Company shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you (or any third party with whom you have shared the Confidential Information), without the necessity of proving actual damages, and (b) to be indemnified by you from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of this Agreement or the unauthorized use or disclosure of the Confidential Information (including by any third party with whom you have shared the Confidential Information).

11. **Miscellaneous.** This Agreement may be executed in two or more counterparts, and by facsimile, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may not be assigned by you without the Company's written consent. This Agreement is the product of the Parties hereto, and constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and merges all prior and contemporaneous negotiations and drafts of the Parties with regard to the matters contemplated herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

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Steve Mariucci

**Legendary Field Exhibitions, LLC**

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By: Anne Gerhart  
Its: Authorized Signatory